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OF COUNSEL
URBAN A. LESTER

September 10, 1999

RECORDATION NO. **22239-C** FILED

SEP 10 '99

2-15 PM

 Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Security Agreement Supplement No. 3, dated September 10, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Security Agreement which was previously filed with the Board under Recordation Number 22239.

The names and addresses of the parties to the enclosed document are:

Borrower: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Collateral Agent: Sumitomo Bank Limited, New York Branch
Two World Financial Center
225 Liberty Street
New York, New York 10281

A description of the railroad equipment covered by the enclosed document is:

Twenty-one (21) AEM-7 locomotives set forth on Schedule I to the Supplement

Mr. Vernon A. Williams
September 10, 1999
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Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SEP 10 '99

2-15 PM

THIS SECURITY AGREEMENT SUPPLEMENT NO. 3 dated September 10, 1999 (this "Security Agreement Supplement") to the Security Agreement (Mortgage) dated as of July 1, 1999 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement (Mortgage)"), is between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Services Act and the laws of the District of Columbia (together with its successors and assigns, "Borrower"), and SUMITOMO BANK LIMITED, NEW YORK BRANCH, not in its individual capacity, but solely as collateral agent (in such capacity, together with its successors and assigns, "Collateral Agent") for the Lenders (as such term is defined in the Security Agreement (Mortgage)). Capitalized terms and phrases used and not otherwise defined herein shall have the respective meanings specified therefor in the Security Agreement (Mortgage), as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

RECITALS:

WHEREAS, subject to the terms and provisions of the Security Agreement (Mortgage), Borrower desires to execute and deliver this Security Agreement Supplement for the purpose of describing and subjecting to the lien of the Security Agreement (Mortgage) in favor of the Collateral Agent certain AEM-7 locomotives (each such AEM-7 locomotive or other unit of rolling stock, as described in more detail on Schedule 1 attached hereto and made a part hereof, individually a "Unit", and collectively, the "Units").

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective on the date hereof, all of Borrower's right, title and interest in and to (i) the Units described on Schedule 1 attached hereto, and (ii) components, parts and appurtenances thereof (whether inventory, equipment or otherwise) and all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, and all special tools and devices incorporated thereunto or used in connection therewith, are deemed included in the Collateral and are subjected to the lien, encumbrance and mortgage created by the Security Agreement (Mortgage).

2. This Security Agreement Supplement shall be construed as supplemental to the Security Agreement (Mortgage) and shall form a part of the same, and the Security Agreement (Mortgage) is incorporated by reference herein and is hereby ratified, approved and confirmed. From this date any references to the "Unit(s)" and "Collateral" shall be deemed to be references to such terms as amended or supplemented in connection with this Security Agreement Supplement.

3. This Security Agreement Supplement shall be governed by, and be construed and interpreted in accordance with, the laws of the District of Columbia, without regard for conflict or choice of law provisions thereof.

4. This Security Agreement Supplement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same Security Agreement Supplement.

**SCHEDULE 1 TO
SECURITY AGREEMENT
SUPPLEMENT NO. 3**

DESCRIPTION OF UNITS

<u>Description</u>	<u>Amtrak Equipment Numbers</u>
Twenty-one (21) General Motors EMD AEM-7 Locomotives	AMTK 904 AMTK 906 AMTK 907 AMTK 908 AMTK 909 AMTK 910 AMTK 912 AMTK 915 AMTK 917 AMTK 919 AMTK 921 AMTK 923 AMTK 924 AMTK 925 AMTK 926 AMTK 928 AMTK 931 AMTK 933 AMTK 935 AMTK 938 AMTK 944

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement Supplement to be duly executed and delivered as of the date and year first above written.

BORROWER:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: 

Name:

Cargill J. Dillon

Title:

Treasurer

COLLATERAL AGENT:

SUMITOMO BANK LIMITED, NEW YORK
BRANCH,
not in its individual capacity, but solely as Collateral
Agent

By: _____

Name:

Title:

DISTRICT OF)
) ss
COLUMBIA)

On this 31st day of August 1999, before me personally appeared Carol Dillon, to me personally known, who being by me duly sworn, says that she is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 1-1-2000

[SEAL]

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement Supplement to be duly executed and delivered as of the date and year first above written.


BORROWER:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

COLLATERAL AGENT:

SUMITOMO BANK LIMITED, NEW YORK
BRANCH, not in its individual capacity, but solely
as Collateral Agent

By:  _____
Name: Tadashi Matsunobu
Title: Joint General Manager

STATE OF New York)
COUNTY OF Kings) SS

On this 8th day of Sept., 1999, before me personally appeared Tadashi Matunobu, to me personally known, who being by me duly sworn, says that he/she is the Joint Gen. Mgr of Sumitomo Bank, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

Rosemary Sullivan

My Commission Expires: _____

[SEAL]

ROSEMARY SULLIVAN
Notary Public, State of New York
No. 24-4807360
Qualified in Kings County
Commission Expires June 30, 2000